

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN VICINAGE**

IN RE: VALSARTAN, LOSARTAN, AND
IRBESARTAN PRODUCTS LIABILITY
LITIGATION

**This Document Relates to the TPP Trial
Subclasses**

MDL No. 2875

Honorable Robert B. Kugler,
District Court Judge

TRIAL DEFENDANTS' PROPOSED VERDICT FORM

Trial Defendants' Proposed Verdict Form

In re Valsartan, Losartan, and Irbesartan Products Liability Litigation, MDL No. 2875

INTRODUCTORY STATEMENT

Defendants Zhejiang Huahai Pharmaceutical Co.; Huahai U.S., Inc.;
Princeton Pharmaceutical, Inc.; Solco Healthcare U.S. LLC; Teva Pharmaceuticals
USA, Inc.; Actavis LLC, Actavis Pharma, Inc.; Torrent Pharmaceuticals, Ltd.; and
Torrent Pharma Inc. (collectively, "defendants") respectfully submit the attached
proposed verdict form.

By submitting this proposed verdict form, defendants do not waive any
defenses or arguments, nor do they concede that the class would be properly
certified or triable even if a jury were provided with the verdict form set forth in
this submission, or that there is any triable fact issue on any question pertaining to
either liability or damages. Defendants believe that they are entitled to
decertification and/or a take-nothing judgment on all claims.

Defendants reserve their rights to seek summary judgment, decertification,
judgment as a matter of law, judgment notwithstanding the verdict, and any other
appropriate relief before, during, or after trial. Defendants also reserve their rights
to amend the proposed verdict form at all times in advance of its submission to the
jury.¹

¹ By way of example, but without limiting the scope of defendants' reservation of rights, MSP has indicated that it is withdrawing its implied warranty claims, and defendants therefore have not proposed interrogatories on those claims. Should MSP reverse course, and in the event that the Court permits MSP to

(cont'd)

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Dated: March 14, 2024

Respectfully submitted,

By: /s/ Jessica Davidson

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reinstate the claim notwithstanding its failure as a matter of law for the reasons set forth in defendants' briefing and over defendants' objection that any attempt to reinstate these claims would now be untimely and prejudice defendants' defense at trial, defendants will propose such interrogatories.

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SECTION A: GENERALLY APPLICABLE QUESTIONS

Question 1

Have Plaintiffs proved that VCDs containing NDMA and/or NDEA impurities at any level are worthless and have no economic value?

YES _____

NO _____

If you answered "No" to Question 1, stop. Answer no further questions. Please sign and date this form and return it.

If you answered "Yes" to Question 1, proceed to Question 2.

Question 2

Have Plaintiffs proved that EmblemHealth and SummaCare assigned their claims to MSP, that the assignments authorize MSP to sue, and that the assignments are not void?

EmblemHealth YES _____

NO _____

SummaCare YES _____

NO _____

If you answered "No" as to both EmblemHealth and SummaCare in Question 2, stop. Answer no further questions. Please sign and date this form and return it.

If you answered "Yes" as to either or both of EmblemHealth and SummaCare in Question 2, proceed to Question 3.

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SECTION B: EXPRESS WARRANTY

Question 3 Express Warranty – Alabama

Applying the requirements of Alabama law, have Plaintiffs proved that any defendant breached an express warranty made to every class member that paid for the VCDs in Alabama, and also proved that any breach of warranty harmed every class member that paid for the VCDs in Alabama?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 4.

Question 4 Express Warranty – Arkansas

Applying the requirements of Arkansas law, have Plaintiffs proved that any defendant breached an express warranty on which every class member that paid for the VCDs in Arkansas relied, and also proved that any breach of warranty damaged every class member that paid for the VCDs in Arkansas?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 5.

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Question 5 Express Warranty – Florida

Under Florida law, have Plaintiffs proved that any defendant breached an express warranty on which every class member that paid for the VCDs in Florida justifiably relied, and also proved that any breach of warranty actually injured every class member that paid for the VCDs in Florida?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 6.

Question 6 Express Warranty – Georgia

Applying the requirements of Georgia law, have Plaintiffs proved that any defendant breached an express warranty on which every class member that paid for the VCDs in Georgia relied, and also proved that any breach of warranty injured every class member that paid for the VCDs in Georgia?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 7.

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Question 7 Express Warranty – Mississippi

Applying the requirements of Mississippi law, have Plaintiffs proved that any defendant breached an express warranty on which every class member that paid for the VCDs in Mississippi reasonably relied, and also proved that any breach of warranty damaged every class member that paid for the VCDs in Mississippi?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 8.

Question 8 Express Warranty – Montana

Applying the requirements of Montana law, have Plaintiffs proved that any defendant breached an express warranty on which every class member that paid for the VCDs in Montana relied, and also proved that any breach of warranty injured every class member that paid for the VCDs in Mississippi?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 9.

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Question 9 Express Warranty – Nebraska

Applying the requirements of Nebraska law, have Plaintiffs proved that any defendant breached an express warranty on which every class member that paid for the VCDs in Nebraska relied, and also proved that any breach of warranty caused damage to every class member that paid for the VCDs in Nebraska?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 10.

Question 10 Express Warranty – Nevada

Applying the requirements of Nevada law, have Plaintiffs proved that any defendant breached an express warranty made to every class member that paid for the VCDs in Nevada, and also proved that any breach of warranty caused damage, loss, or harm to every class member that paid for the VCDs in Nevada?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 11.

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Question 11 Express Warranty – New Hampshire

Applying the requirements of New Hampshire law, have Plaintiffs proved that any defendant breached an express warranty made to every class member that paid for the VCDs in New Hampshire, and also proved that any breach of warranty caused damage, loss, or harm to every class member that paid for the VCDs in New Hampshire?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 12.

Question 12 Express Warranty – New York

Applying the requirements of New York law, have Plaintiffs proved that any defendant breached an express warranty made to every class member that paid for the VCDs in New York, and also proved that any breach of warranty injured every class member that paid for the VCDs in New York?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 13.

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Question 13 Express Warranty – North Carolina

Applying the requirements of North Carolina law, have Plaintiffs proved that any defendant breached an express warranty on which every class member that paid for the VCDs in North Carolina relied, and also proved that any breach of warranty injured every class member that paid for the VCDs in North Carolina?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 14.

Question 14 Express Warranty – Ohio

Applying the requirements of Ohio law, have Plaintiffs proved that any defendant breached an express warranty made to every class member that paid for the VCDs in Ohio, and also proved that any breach of warranty injured every class member that paid for the VCDs in Ohio?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 15.

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Question 15 Express Warranty – Oregon

Applying the requirements of Oregon law, have Plaintiffs proved that any defendant breached an express warranty made to every class member that paid for the VCDs in Oregon, and also proved that any breach of warranty damaged every class member that paid for the VCDs in Oregon?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 16.

Question 16 Express Warranty – Rhode Island

Applying the requirements of Rhode Island law, have Plaintiffs proved that any defendant breached an express warranty on which every class member that paid for the VCDs in Rhode Island relied, and also proved that any breach of warranty caused damage, loss, or harm to every class member that paid for the VCDs in Rhode Island?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 17.

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Question 17 **Express Warranty – South Carolina**

Applying the requirements of South Carolina law, have Plaintiffs proved that any defendant breached an express warranty on which every class member that paid for the VCDs in South Carolina relied, and also proved that any breach of warranty injured every class member that paid for the VCDs in South Carolina?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 18.

Question 18 **Express Warranty – Texas**

Applying the requirements of Texas law, have Plaintiffs proved that any defendant breached an express warranty on which every class member that paid for the VCDs in Texas relied, and also proved that any breach of warranty injured every class member that paid for the VCDs in Texas?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 19.

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Question 19 Express Warranty – Utah

Applying the requirements of Utah law, have Plaintiffs proved that any defendant breached an express warranty upon which every class member that paid for the VCDs in Utah relied, and also proved that any breach of warranty harmed every class member that paid for the VCDs in Utah?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 20.

Question 20 Express Warranty – Vermont

Applying the requirements of Vermont law, have Plaintiffs proved that any defendant breached an express warranty made to every class member that paid for the VCDs in Vermont, and also proved that any breach of warranty caused damage, loss, or harm to every class member that paid for the VCDs in Vermont?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 21.

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Question 21 Express Warranty – Wisconsin

Applying the requirements of Wisconsin law, have Plaintiffs proved that any defendant breached an express warranty on which every class member that paid for the VCDs in Wisconsin relied, and also proved that any breach of warranty injured every class member that paid for the VCDs in Wisconsin?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 22.

Question 22 Express Warranty – Wyoming

Applying the requirements of Wyoming law, have Plaintiffs proved that any defendant breached an express warranty on which every class member that paid for the VCDs in Wyoming relied, and also proved that any breach of warranty injured every class member that paid for the VCDs in Wyoming?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 23.

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SECTION C: INTENTIONAL MISREPRESENTATION

Question 23 Intentional Misrepresentation – Alaska

Applying the requirements of Alaska law, have Plaintiffs proved as to any defendant all of the elements of a claim for intentional misrepresentation, and also proved that justifiable reliance on any such intentional misrepresentation caused every class member that paid for the VCDs in Alaska to incur monetary loss?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 24.

Question 24 Intentional Misrepresentation – Arkansas

Applying the requirements of Arkansas law, have Plaintiffs proved as to any defendant all of the elements of a claim for intentional misrepresentation, and also proved that justifiable reliance on any such intentional misrepresentation damaged every class member that paid for the VCDs in Arkansas?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 25.

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Question 27 **Intentional Misrepresentation – Florida**

Applying the requirements of Florida law, have Plaintiffs proved as to any defendant all of the elements of a claim for intentional misrepresentation, and also proved that reliance on any such intentional misrepresentation caused loss to every class member that paid for the VCDs in Florida?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 28.

Question 28 **Intentional Misrepresentation – Idaho**

Applying the requirements of Idaho law, have Plaintiffs proved as to any defendant all of the elements of a claim for intentional misrepresentation by clear and convincing evidence, and also proved by clear and convincing evidence that reasonable reliance on any such intentional misrepresentation damaged every class member that paid for the VCDs in Idaho?

ZHP: YES _____ NO _____

Solco: YES NO

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 29.

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Question 29 **Intentional Misrepresentation – Iowa**

Applying the requirements of Iowa law, have Plaintiffs proved as to any defendant by clear and convincing evidence all of the elements of a claim for intentional misrepresentation, and also proved by clear and convincing evidence that reliance on any such misrepresentation damaged every class member that paid for the VCDs in Iowa?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 30.

Question 30 **Intentional Misrepresentation – Louisiana**

Applying the requirements of Louisiana law, have Plaintiffs proved as to any defendant all of the elements of a claim for intentional misrepresentation, and also proved that justifiable reliance on any such intentional misrepresentation resulted in injury to every class member that paid for the VCDs in Louisiana?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 31.

Question 33 **Intentional Misrepresentation – New Jersey**

Applying the requirements of New Jersey law, have Plaintiffs proved as to any defendant all of the elements of a claim for intentional misrepresentation by clear and convincing evidence, and also proved by clear and convincing evidence that justifiable reliance on any such intentional misrepresentation damaged every class member that paid for the VCDs in New Jersey?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 34.

Question 34 **Intentional Misrepresentation – New York**

Applying the requirements of New York law, have Plaintiffs proved as to any defendant all of the elements of a claim for intentional misrepresentation by clear and convincing evidence, and also proved by clear and convincing evidence that justifiable reliance on any such intentional misrepresentation damaged every class member that paid for the VCDs in New York?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 35.

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Question 35 **Intentional Misrepresentation – North Carolina**

Applying the requirements of North Carolina law, have Plaintiffs proved as to any defendant all of the elements of a claim for intentional misrepresentation, and also proved that reasonable reliance on any such intentional misrepresentation proximately caused damage to every class member that paid for the VCDs in North Carolina?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 36.

Question 36 **Intentional Misrepresentation – North Dakota**

Applying the requirements of North Dakota law, have Plaintiffs proved as to any defendant all of the elements of a claim for intentional misrepresentation by clear and convincing evidence, and also proved by clear and convincing evidence that reliance on any such intentional misrepresentation injured every class member that paid for the VCDs in North Dakota?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 37.

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Question 39 **Intentional Misrepresentation – Puerto Rico**

Applying the requirements of Puerto Rico law, have Plaintiffs proved as to any defendant all of the elements of a claim for intentional misrepresentation, and also proved that reliance on any such intentional misrepresentation consequently and proximately damaged every class member that paid for the VCDs in Puerto Rico?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 40.

Question 40 Intentional Misrepresentation – Rhode Island

Applying the requirements of Rhode Island law, have Plaintiffs proved as to any defendant all of the elements of a claim for intentional misrepresentation, and also proved that reasonable reliance on any such intentional misrepresentation damaged every class member that paid for the VCDs in Rhode Island?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 41.

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Question 43 **Intentional Misrepresentation – Virginia**

Applying the requirements of Virginia law, have Plaintiffs proved as to any defendant all of the elements of a claim for intentional misrepresentation by clear and convincing evidence, and also proved by clear and convincing evidence that reliance on any such intentional misrepresentation damaged every class member that paid for the VCDs in Virginia?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 43.

Question 44 **Intentional Misrepresentation – Washington**

Applying the requirements of Washington law, have Plaintiffs proved as to any defendant all of the elements of a claim for intentional misrepresentation by clear and convincing evidence, and also proved by clear and convincing evidence that reliance on any such intentional misrepresentation damaged every class member that paid for the VCDs in Washington?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 45.

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SECTION D: CONSUMER PROTECTION

Question 46 Consumer Protection – Alaska

Applying the standards of Alaska law, have Plaintiffs proved that any defendant made a false representation in trade or commerce that caused every class member that paid for the VCDs in Alaska to incur an ascertainable loss?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 47.

Question 47 Consumer Protection – Arizona

Applying the standards of Arizona law, have Plaintiffs proved as to any defendant all the elements of a claim for statutory consumer fraud and also that reliance on any such statutory consumer fraud damaged every class member that paid for the VCDs in Arizona?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 48.

Trial Defendants' Proposed Verdict Form

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Question 48 Consumer Protection – California

Applying the standards of California law, have Plaintiffs shown that any defendant committed a deceptive business practice and also that reliance on any such statutory consumer fraud injured every class member that paid for the VCDs in California?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 49.

Question 49 Consumer Protection – Connecticut

Applying the standards of Connecticut law, have Plaintiffs proved that any defendant engaged in a deceptive act or practice in the conduct of trade or commerce and also that this caused every class member that paid for the VCDs in Connecticut to sustain an ascertainable loss?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 50.

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Question 50 **Consumer Protection – Florida**

Applying the standards of Florida law, have Plaintiffs proved that any defendant committed a deceptive act in the conduct of any trade or commerce and also that this caused injury and damages to every class member that paid for the VCDs in Florida?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 51.

Question 51 **Consumer Protection – Hawaii**

Applying the standards of Hawaii law, have Plaintiffs proved that any defendant engaged in an unfair or deceptive act or practice in the conduct of trade and commerce, which constituted an unfair method of competition, and also that such unfair method of competition was the legal cause of damages to every class member that paid for the VCDs in Hawaii?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 52.

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Question 52 **Consumer Protection – Illinois**

Applying the standards of Illinois law, have Plaintiffs proved as to any defendant all the elements of a claim for statutory consumer fraud, that such statutory consumer fraud proximately caused injury to every class member that paid for the VCDs in Illinois, and that the sale of the VCDs was not specifically authorized by the FDA?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 53.

Question 53 **Consumer Protection – Louisiana**

Applying the standards of Louisiana law, have Plaintiffs proved that any defendant engaged in a deceptive trade practice with the specific purpose of harming the competition and that this deceptive trade practice caused every class member that paid for the VCDs in Louisiana to incur an ascertainable loss?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 54.

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Question 54 Consumer Protection – Missouri

Applying the standards of Missouri law, have Plaintiffs proved as to any defendant all the elements of a claim for statutory consumer fraud and also that as a direct result of such statutory consumer fraud every class member that paid for the VCDs in Missouri sustained damage?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 55.

Question 55 Consumer Protection – Nebraska

Applying the standards of Nebraska law, have Plaintiffs proved that any defendant committed a deceptive act or practice that had an impact on the public interest and that as a result of such statutory consumer fraud every class member that paid for the VCDs in Nebraska incurred an injury?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 56

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Question 56 Consumer Protection – New York

Applying the standards of New York law, have Plaintiffs proved as to any defendant all the elements of a claim for statutory consumer fraud and also that as a result of such statutory consumer fraud every class member that paid for the VCDs in New York incurred a direct injury?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 57.

Question 57 Consumer Protection – North Carolina

Applying the standards of North Carolina law, have Plaintiffs proved that any defendant misrepresented the Valsartan API and/or VCDs in trade or commerce and that such conduct was the proximate cause of every class member that paid for the VCDs in North Carolina's injury?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 58.

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Question 58 **Consumer Protection – North Dakota**

Applying the standards of North Dakota law, have Plaintiffs proved that any defendant knowingly committed a deceptive act or practice intending that others rely on it in connection with the sale or advertisement of any merchandise and also that every class member that paid for the VCDs in North Dakota sustained actual damages as a result?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 59.

Question 59 **Consumer Protection – Oklahoma**

Applying the standards of Oklahoma law, have Plaintiffs proved that any defendant engaged in an unlawful practice in the conduct of its business and that such conduct caused every class member that paid for the VCDs in Oklahoma to incur an injury in fact?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 60.

Question 60 **Consumer Protection – Oregon**

Applying the standards of Oregon law, have Plaintiffs proved as to any defendant all the elements of a claim for statutory consumer fraud and also that as a result of such statutory consumer fraud every class member that paid for the VCDs in Oregon incurred an ascertainable loss?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 61.

Question 61 Consumer Protection – Pennsylvania

Applying the standards of Pennsylvania law, have Plaintiffs proved as to any defendant all the elements of a claim for statutory consumer fraud and also that justifiable reliance on such statutory consumer fraud was the proximate cause of every class member that paid for the VCDs in Pennsylvania's injury?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 62.

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Question 62 Consumer Protection – Washington

Applying the standards of Washington law, have Plaintiffs proved that any defendant engaged in an unfair or deceptive act or practice in the conduct of trade or commerce that affected the public interest and also that the act or practice was the proximate cause of every class member that paid for the VCDs in Washington's injury to their business or property?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 63.

Trial Defendants' Proposed Verdict Form

In re Valsartan, Losartan, and Irbesartan Products Liability Litigation, MDL No. 2875

SECTION E: STATUTE OF LIMITATIONS

Question 63 **Compensatory Damages**

Only complete this Section if you have answered "Yes" as to at least one Question in Section B as to any state other than Florida or South Carolina. If you answered "No" to all such questions in Section B, proceed to Page 58.

Have Plaintiffs proven that every class member that paid for VCDs in the following states paid for all of the VCDs for which Plaintiffs seek damages on its behalf in that state on or after December 14, 2014?

Alabama:	YES _____	NO _____
Arkansas:	YES _____	NO _____
Georgia:	YES _____	NO _____
Montana:	YES _____	NO _____
Nebraska:	YES _____	NO _____
Nevada:	YES _____	NO _____
New Hampshire:	YES _____	NO _____
New York:	YES _____	NO _____
North Carolina:	YES _____	NO _____
Ohio:	YES _____	NO _____
Oregon:	YES _____	NO _____
Rhode Island:	YES _____	NO _____
Texas:	YES _____	NO _____
Utah:	YES _____	NO _____

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Vermont: YES _____ NO _____

Wyoming: YES _____ NO _____

Have Plaintiffs proven that every class member that paid for VCDs in the following states paid for all of the VCDs for which Plaintiffs seek damages on its behalf in that state on or after December 14, 2012?

Mississippi: YES _____ NO _____

Wisconsin YES _____ NO _____

Proceed to Question 64.

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SECTION F: DAMAGES

Question 64 **Compensatory Damages**

Only complete this Section if you have answered "Yes" as to at least one Question in Sections B, C, or D. If you answered "No" to all questions in Sections B, C, or D, proceed to Page 58.

Please state the amount of damages, if any, plaintiff has proven each Defendant caused to the class members in each of the following states.

If you have not answered at least one question "Yes" as to the claims brought against a defendant in a particular state, you should not enter any amount of damages as to that defendant in that state.

You should not enter any amount of damages in any state where you have (1) answered "Yes" only as to an express-warranty claim in that state and (2) answered "No" as to a statute-of-limitations question as to that state in Section E.

Alabama:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Alaska:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

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Arizona:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Arkansas:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

California:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Colorado:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

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Connecticut:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

District of Columbia:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Florida:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Georgia:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

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Hawaii:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Idaho:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Illinois:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Iowa:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

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Louisiana:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Massachusetts:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Minnesota:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Mississippi:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

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Missouri:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Montana:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Nebraska:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Nevada:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

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New Hampshire:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

New Jersey:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

New York:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

North Carolina:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

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North Dakota:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Ohio:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Oklahoma:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Oregon:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

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Pennsylvania:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Puerto Rico:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Rhode Island:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

South Carolina:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Trial Defendants' Proposed Verdict Form

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Texas:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Utah:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Vermont:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Virginia:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

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Washington:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Wisconsin:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Wyoming:

ZHP: \$_____

Solco: \$_____

Teva: \$_____

Torrent: \$_____

Proceed to Question 65.

Trial Defendants' Proposed Verdict Form

In re Valsartan, Losartan, and Irbesartan Products Liability Litigation, MDL No. 2875

Punitive Damages

Question 65 Punitive Liability – Alaska

Under Alaska law, have Plaintiffs proven by clear and convincing evidence that any defendant's conduct toward the class members that paid for the VCDs in Alaska was outrageous such that all class members that paid for the VCDs in Alaska should be awarded punitive damages for intentional misrepresentation and/or violation of Alaska's consumer-protection law?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 66.

Question 66 Punitive Liability – Arizona

Under Arizona law, have Plaintiffs proven by clear and convincing evidence that any defendant's conduct evinced an intent to injure, spite or ill will, or conscious disregard of substantial risk of harm to others such that all class members that paid for the VCDs in Arizona are entitled to punitive damages for violations of Arizona's consumer-protection law?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 67.

Trial Defendants' Proposed Verdict Form

In re Valsartan, Losartan, and Irbesartan Products Liability Litigation, MDL No. 2875

Question 67 **Punitive Liability – Arkansas**

Under Arkansas law, have Plaintiffs proven by clear and convincing evidence that any defendant intentionally caused harm or acted maliciously toward the class members that paid for the VCDs in Arkansas such that all class members that paid for the VCDs in Arkansas are entitled to punitive damages for intentional misrepresentation?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 68.

Question 68 **Punitive Liability – Colorado**

Under Colorado law, have Plaintiffs proven beyond a reasonable doubt that any defendant acted maliciously in causing the class members that paid for the VCDs in Colorado's damages such that all class members that paid for the VCDs in Colorado are entitled to punitive damages for intentional misrepresentation?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 69.

Trial Defendants' Proposed Verdict Form

In re Valsartan, Losartan, and Irbesartan Products Liability Litigation, MDL No. 2875

Question 69 **Punitive Liability – District of Columbia**

Under D.C. law, have Plaintiffs proven beyond a reasonable doubt that any defendant acted with evil motive, actual malice, or deliberate violence and that defendant's conduct was outrageous, grossly fraudulent, or reckless toward the safety of the class members that paid for the VCDs in the District of Columbia such that all class members that paid for the VCDs in the District of Columbia are entitled to punitive damages for intentional misrepresentation?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 70.

Question 70 **Punitive Liability – Florida**

Under Florida law, have Plaintiffs proven by clear and convincing evidence that any defendant's intentional misconduct or gross negligence was a substantial cause of damage to the class members that paid for the VCDs in Florida such that all class members that paid for the VCDs in Florida are entitled to punitive damages for intentional misrepresentation?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 71.

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In re Valsartan, Losartan, and Irbesartan Products Liability Litigation, MDL No. 2875

Question 71 **Punitive Liability – Idaho**

Under Idaho law, have Plaintiffs proven by clear and convincing evidence that any defendant acted with a state of mind amounting to malice, oppression, or fraud such that all class members that paid for the VCDs in Idaho are entitled to punitive damages for intentional misrepresentation?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 72.

Question 72 **Punitive Liability – Illinois**

Under Illinois law, have Plaintiffs proven by clear and convincing evidence that any defendant committed fraudulent or intentional conduct such that all class members that paid for the VCDs in Illinois are entitled to punitive damages for violations of the Illinois Consumer Fraud Act?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 73.

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Question 73 **Punitive Liability – Iowa**

Under Iowa law, have Plaintiffs proven by clear and convincing evidence that any defendant's willful and wanton conduct caused actual damage to the class members that paid for the VCDs in Iowa such that all class members that paid for the VCDs in Iowa are entitled to punitive damages for intentional misrepresentation?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 74.

Question 74 **Punitive Liability – Minnesota**

Under Minnesota law, have Plaintiffs proven by clear and convincing evidence that any defendant's willful indifference caused actual damage to the class members that paid for the VCDs in Minnesota such that all class members that paid for the VCDs in Minnesota are entitled to punitive damages for intentional misrepresentation?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 75.

Trial Defendants' Proposed Verdict Form

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Question 75 Punitive Liability – Missouri

Under Missouri law, have Plaintiffs proven by clear and convincing evidence that any defendant engaged in outrageous conduct such that all class members that paid for the VCDs in Missouri are entitled to punitive damages for violations of consumer-protection law?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 76.

Question 76 Punitive Liability – New Jersey

Under New Jersey law, have Plaintiffs proven by clear and convincing evidence that any defendant's malicious conduct or wanton and willful disregard caused actual damage to the class members that paid for the VCDs in New Jersey such that all class members that paid for the VCDs in New Jersey are entitled to punitive damages for intentional misrepresentation?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 77.

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In re Valsartan, Losartan, and Irbesartan Products Liability Litigation, MDL No. 2875

Question 77 Punitive Liability – New York

Under New York law, have Plaintiffs proven by clear and convincing evidence that any defendant aimed its gross fraudulent action involving high moral culpability at the public generally such that all class members that paid for the VCDs in New York are entitled to punitive damages for intentional misrepresentation?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 78.

Question 78 Punitive Liability – North Carolina

Under North Carolina law, have Plaintiffs proven by clear and convincing evidence that any defendant's fraudulent, malicious, or willful or wanton conduct was related to the injury to the class members that paid for the VCDs in North Carolina such that all class members that paid for the VCDs in North Carolina are entitled to punitive damages for intentional misrepresentation?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 79.

Question 79 **Punitive Liability – North Dakota**

Torrent: YES _____ NO _____

Question 80 **Punitive Liability – Ohio**

Torrent: YES _____ NO _____

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In re Valsartan, Losartan, and Irbesartan Products Liability Litigation, MDL No. 2875

Question 81 **Punitive Liability – Oklahoma**

Under Oklahoma law, have Plaintiffs proven by clear and convincing evidence that any defendant acted in reckless disregard of the rights of the class members that paid for the VCDs in Oklahoma or that defendant acted intentionally and with malice toward others such that all class members that paid for the VCDs in Oklahoma are entitled to punitive damages for intentional misrepresentation?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 82.

Question 82 **Punitive Liability – Oregon**

Under Oregon law, have Plaintiffs proven by clear and convincing evidence any defendant's reckless and outrageous indifference, conscious indifference, or malice such that all class members that paid for the VCDs in Oregon are entitled to punitive damages for violations of Oregon's consumer-protection law?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 83.

Trial Defendants' Proposed Verdict Form

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Question 83 **Punitive Liability – Rhode Island**

Under Rhode Island law, have Plaintiffs proved that any defendant acted with such willfulness, recklessness, or wickedness such that all class members that paid for the VCDs in Rhode Island are entitled to punitive damages for intentional misrepresentation?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 84.

Question 84 **Punitive Liability – South Dakota**

Under South Dakota law, have Plaintiffs proved by clear and convincing evidence that any defendant engaged in willful, wanton, or malicious conduct toward the class members that paid for the VCDs in South Dakota such that all class members that paid for the VCDs in South Dakota are entitled to punitive damages for intentional misrepresentation?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 85.

Trial Defendants' Proposed Verdict Form

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Question 85 Punitive Liability – Vermont

Under Vermont law, have Plaintiffs proved by clear and convincing evidence that any defendant acted recklessly or wantonly without regard for the rights of the class members that paid for the VCDs in Vermont, or showed personal ill will to or acted with evident insult or oppression toward all class members that paid for the VCDs in Vermont, such that all class members that paid for the VCDs in Vermont are entitled to punitive damages for intentional misrepresentation?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 86.

Question 86 Punitive Liability – Virginia

Under Virginia law, have Plaintiffs proved any defendant's actual malice or willful and wanton disregard of the rights of the class members that paid for the VCDs in Virginia such that all class members that paid for the VCDs in Virginia are entitled to punitive damages for intentional misrepresentation?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

Proceed to Question 87.

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Question 87 **Punitive Liability – Wyoming**

Under Wyoming law, have Plaintiffs proved any defendant's willful and wonton misconduct such that all class members that paid for the VCDs in Wyoming are entitled to punitive damages for intentional misrepresentation?

ZHP: YES _____ NO _____

Solco: YES _____ NO _____

Teva: YES _____ NO _____

Torrent: YES _____ NO _____

If you have answered "No" for each question's subpart from Question 65 through Question 87, proceed to Page 58. If you have answered "Yes" to any Question from and including Question 65 to Question 87, proceed to Question 88.

Question 88 **Punitive Damages**

Below please state the total amount of any punitive damage you award as to each defendant, inclusive of every state for which you find the defendant liable for punitive damages, if any. If you do not award punitive damages against the defendant, write "\$0":

ZHP: \$ _____

Solco: \$ _____

Teva: \$ _____

Torrent: \$ _____

Please proceed to Page 58 and sign and date the verdict form.

Trial Defendants' Proposed Verdict Form

In re Valsartan, Losartan, and Irbesartan Products Liability Litigation, MDL No. 2875

Sign and Date

Your work is done. Please sign and date the verdict form.

We, the jury, unanimously agree to the answers to the questions set out above, and return them under the instructions of this Court as our verdict in this case.

Date:_____